

## The complaint

Ms P and Mr T complain that Great Lakes Insurance UK Limited ('Great Lakes') unfairly declined a claim they made on their property insurance policy.

Mr T has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of "Mr T" throughout this decision.

## What happened

Mr T Held a buildings insurance policy underwritten by Great Lakes. In January 2025, he made a claim after the roof of an outbuilding on his property collapsed, which he said was due to heavy snow settling on it, causing damage to the structure and contents that were stored inside. The claim was ultimately declined on the basis that Great Lakes did not feel the evidence demonstrated the outbuilding had failed due to the snow, and instead said there was evidence of poor structural welding. Mr T disagreed with the claim decline – so, he brought it to this Service.

I issued a provisional decision on the complaint, and I said the following:

*"I've purposefully only provided a summary of what happened here, as the background of this complaint is well known to Mr T and Great Lakes. So, while I've read and considered everything that's been provided, I haven't commented on each and every point made, or piece of evidence provided. Instead, I've focused on what I consider to be the key points of the dispute in order to reach a fair and reasonable outcome. This isn't meant as a discourtesy; it simply reflects the informal nature of this Service.*

*I also want to set out what I will be considering as part of my decision. Mr T has brought a separate complaint against Great Lakes about the handling of the claim after it was reported which this Service is also considering separately. And that means I will only be considering the claim outcome as part of this decision. However, as both complaints arise out of the same set of background events, there will be instances where I refer to background information which overlaps the complaints.*

### The claim decline

*The crux of this complaint is whether Great Lakes fairly declined to cover the claim on the basis that the outbuilding collapsed due to defective workmanship, rather than by snow as an insured peril. Great Lakes considered the claim under the 'storm' peril in the policy (which includes snow). When looking at a storm claim complaint, there are usually three issues this Service needs to consider:*

- 1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. Is the damage claimed for consistent with damage a storm typically causes?*
- 3. Were the storm conditions the main cause of the damage?*

*Only if the answer is 'yes' to all of these questions would I consider this claim should be paid.*

*In relation to the first question, it is not disputed that snow was present at the time of the collapse. And Great Lakes has not disputed that snow loading on a structure could cause it to fail. So, I consider the core question I need to decide is whether I am satisfied the available evidence shows that snow was the effective cause of the failure or whether it merely coincided with an underlying structural weakness.*

*The main evidence I have considered as part of this complaint is a structural engineering report prepared after the collapse. That report identifies poor quality welds and connection points, describes a likely failure mechanism, whereby an initial connection failure then led to progressive collapse. The report also concluded that, based on design load calculations, snow loading was unlikely to have exceeded the design capacity of the outbuilding.*

*I can see the report noted that further scientific weld testing may be required, and I can see the Investigator upheld the complaint on the basis that it would be fair and reasonable for Great Lakes to carry out those tests. But I do not find that Great Lakes acted unfairly by reaching a claim decision without commissioning further scientific testing. Here, I'm satisfied the report went beyond a purely visual assessment and included site observations as well as an assessment of snow conditions and engineering calculations. Taken together, I think that report provides a sufficiently reasoned basis for Great Lakes to conclude, on the balance of probabilities, that the outbuilding collapsed due to underlying defective workmanship rather than from an insured storm peril.*

*I've also considered the structural report Mr T obtained in 2023 as part of a planning application, but I don't think that report undermines Great Lakes's conclusions. The report was a visual, non-intrusive inspection carried out in dry conditions, and its purpose was to assess the general suitability of the outbuildings rather than to analyse fabrication quality or failure mechanisms. The report did not involve load calculations or assessment under abnormal loading conditions. In those circumstances, I think it's reasonable to place greater weight on the engineering report Great Lakes commissioned that considered the collapse of the outbuilding itself."*

I concluded that I was ultimately satisfied that Great Lakes had demonstrated the claim decision they reached was a reasonable one. And I thought it was supported by the evidence available to them, which showed, on balance, that the outbuilding's collapse was caused by poor quality welding rather than by snow loading. As such, I did not find that Great Lakes acted unfairly or unreasonably in declining to cover the claim. I invited both parties to respond to my provisional decision.

Great Lakes did not provide any further information for me to consider. Mr T provided a response and said he disagreed with my findings. His key points were:

- The purpose of buildings insurance was to cover the cost of repairing or rebuilding damage caused by unforeseen events.
- Snow and storms were insured perils and the outbuilding collapsed during a period of heavy snow.
- The outbuilding had stood for over 40 years without issue, and this demonstrated it was structurally sound.
- The earlier inspection carried out in 2023 for planning purposes said the buildings

were generally sound.

- Great Lakes should have carried out a pre-policy inspection of the buildings if they had concerns over them.
- Great Lakes should not be allowed to “pick and choose” what to settle (given they covered the contents element of the claim) and this should have been refused if the building was not sound.
- He had complied with all policy conditions and felt Great Lakes had not acted fairly.

As both parties have had the opportunity to provide a response to my provisional findings, I will now set out my final decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've carefully considered Mr T's further comments in response to my provisional findings, but I haven't been persuaded to reach a different outcome than I previously set out. While I understand and appreciate his strength of feeling about what building insurance is intended to cover, the issue for me is not whether snow was present, but whether it was, on balance, the effective cause of the collapse of the outbuilding. For the reasons I've already set out in my provisional findings, I remain satisfied that the engineering evidence supports Great Lakes' decision to decline the claim.

In relation to the contents claim that was settled, I can see this was covered under the accidental damage section of the policy, so the insured peril of storm wouldn't have been relevant to settlement and as such, I do not find that Great Lakes acted unfairly or unreasonably in concluding the claim in the way they did.

### **My final decision**

For the reasons I have set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P and Mr T to accept or reject my decision before 20 March 2026.

Stephen Howard  
**Ombudsman**